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Defendant SHAKEY'S PIZZA ASIA
VENTURES, INC. and Third-Party Defendants
CINCO CORPORATION, PC
INTERNATIONAL PTE LTD., and SPAVI
INTERNATIONAL USA, INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SHAKEY'S PIZZA ASIA VENTURES,
INC, a Philippines corporation,

Plaintiff,

v.

PCJV USA, LLC, a Delaware limited
liability company; PCI TRADING,
LLC, a Delaware limited liability
company; GUY KOREN, an individual;
POTATO CORNER LA GROUP, LLC,
a California limited liability company;
NKM CAPITAL GROUP, LLC, a
California limited liability company;
J & K AMERICANA, LLC, a California
limited liability company; J&K
LAKEWOOD, LLC, a California
limited liability company; J&K
VALLEY FAIR, LLC, a California
limited liability company; J & K
ONTARIO, LLC, a California limited
liability company; HLK MILPITAS,
LLC, a California, limited liability
company; GK CERRITOS, LLC, a
California, limited liability company;
J&K PC TRUCKS, LLC, a California
limited liability company; and, GK
CAPITAL GROUP, LLC, a California
limited liability company and DOES 1
through 100, inclusive,

Case No. 2:24-CV-04546-SB(AGRx)

The Hon. Stanley Blumenfeld, Jr.

**DECLARATION OF MICHAEL
MURPHY IN OPPOSITION TO
THE MOTION FILED BY
DEFENDANT PCJV USA, LLC
FOR SANCTIONS FOR FAILURE
TO COMPLY WITH A MARCH
12 2025 VOUNTARY
DISCOVERY ORDER (DKT. 128)**

Date: May 22, 2025

Time: 1:30 p.m.

Complaint Filed: May 31, 2024

Trial Date: August 4, 2025

1 Defendants.

2 PCJV USA, LLC, a Delaware limited
3 liability company; PCI TRADING LLC,
4 a Delaware limited liability company;
5 POTATO CORNER LA GROUP LLC,
6 a California limited liability company;
7 GK CAPITAL GROUP, LLC, a
8 California limited liability company;
9 NKM CAPITAL GROUP LLC, a
10 California limited liability company; and
11 GUY KOREN, an individual,

8 Counter-Claimants,

9 v.

10 SHAKEY'S PIZZA ASIA VENTURES,
11 INC, a Philippines corporation,

12 Counter Defendant.

13 PCJV USA, LLC, a Delaware limited
14 liability company; PCI TRADING LLC,
15 a Delaware limited liability company;
16 POTATO CORNER LA GROUP LLC,
17 a California limited liability company;
18 GK CAPITAL GROUP, LLC, a
19 California limited liability company;
20 NKM CAPITAL GROUP LLC, a
21 California limited liability company; and
22 GUY KOREN, an individual,

18 Third Party Plaintiffs,

19 v.

20 PC INTERNATIONAL PTE LTD., a
21 Singapore business entity; SPAVI
22 INTERNATIONAL USA, INC., a
23 California corporation; CINCO
24 CORPORATION, a Philippines
25 corporation; and DOES 1 through 10,
26 inclusive,

27 Third Party Defendants.

DECLARATION OF MICHAEL D. MURPHY, ESQ.

As provided for in 28 U.S.C. § 1746, I, Michael D. Murphy, hereby declare, based upon personal knowledge, the following:

I, Michael D. Murphy, declare as follows:

1. I am an attorney who is duly admitted to practice before this Court. I am a partner with Fox Rothschild LLP, attorneys of record for Plaintiff Shakey's Pizza Asia Ventures, Inc. ("SPAVI"), as well as the newly named Third-Party Defendants: Cinco Corporation, PC International PTE Ltd, and SPAVI International USA, Inc.

2. I have personal knowledge of the facts set forth herein, except to those stated on information and belief and, as to those, I am informed and believe that they are true.

My Participation in these Matters Prior to May 31, 2024.

3. Prior to 2022, the negotiations for a written license between Defendants and the owner of the marks, Cinco, was in the context of mediation of another lawsuit. Once SPAVI became the owner of the marks, the negotiations split: the mediation focused solely on how to get Cinco out of PCJV, now that it has nothing to do with Potato Corner and SPAVI, with whom there was no litigation, negotiated the license terms with Koren in the context of a business negotiation.

4. I did not participate in the negotiations between SPAVI and Koren, as this was a negotiation of business terms

5. Koren essentially vanished from the negotiations in 2024. I remember when discussing the negotiations as to Cinco's equity in the mediation, I advised Arash Beral, his counsel, in the first month or so of 2024 that SPAVI has been trying to get a hold of Guy because they needed to finish their negotiation on business terms for the license.

1 6. On May 31, 2025, after the termination letter was sent from SPAVI to
2 Koren, advising him that the license to use the Potato Corer brand had terminated, I
3 confirmed that Koren had not ceased or desisted from using the brand. As such, we
4 filed suit.

5 7. Protection of SPAVI's brand is key and a primary purpose of this
6 litigation. Moreover, SPAVI is in the process of introducing a network of new
7 stores around the country, and it must have the market cleared of the damage
8 caused to the brand by Defendants, who have no rights to use the brand and, as
9 confirmed by the District Court in its Injunction ruling Defendants are actually
10 causing irreparable harm.

11 **Defendant's Litigation Strategy to Bury Plaintiff in an Avalanche of Paper**
12 **Arguing Frivolous Theories Based on Unprovable Facts.**

13 8. On September 6, 2024, this Court expressed caution to all parties that
14 if any party, including Defendants, wanted to seek injunctive relief, we needed to
15 try to obtain actual proof of irreparable harm, because the Court was disinclined to
16 presume such harm so long as a scintilla of proof rebutting it is raised.

17 9. For the next four weeks, we complied with the Court's directive,
18 assembling evidence of actual irreparable harm (loss of control over brand
19 standards leading to use of expired flavoring, failure to protect bran from other
20 infringers, etc.) We filed our Motion on October 10, 2024, which was granted on
21 November 14, 2024 (Dkt. 56). This means that Defendants have been prohibited
22 from using the Potato Corner trademarks by Court order since November.

23 10. Meanwhile, on September 19, 2024, Defendants gave notice for a truly
24 absurd Ex Parte Application seeking a mandatory injunction requiring Plaintiffs to
25 ship their proprietary flavorings to Defendants (even though Defendants have lost
26 their license, and thus, authority to possess let alone exploited to be proprietors of
27 fries using those flavors). (Dkt. 37.) Opposing this Motion required an
28

1 extraordinary amount of my own time, in which I worked over an entire weekend,
2 being forced to respond to a frivolous Ex Parte that was denied rapidly, costing our
3 client tens of thousands of dollars.

4 11. From the Rule 16 conference in September through January 31, 2024,
5 we opposed 10 Motions, Applications, or Appeals this case, each one more
6 frivolous than the last. I have never seen such an avalanche of paper filled with
7 ludicrous theories, false facts, and made-up law.

8 12. A snapshot of Plaintiff's strategy of overwhelming Plaintiff with one
9 demand for a frivolous order after another, can be revealed simply by looking at
10 Dkt Nos. 41, 46, 58-61, 63-64, 71, 72-72, 75-78, 80, 85, 88-89, 92, 94, 95.)

11 13. These ten or so Motions, Requests for Orders, or Requests for
12 Emergency Orders included two in the Ninth Circuit and one in front of SCOTUS.
13 Our entire Thanksgiving weekend was consumed responding to some of these, as
14 was our Christmas holiday. Indeed, I spent Christmas day responding to the
15 frivolous petition for a stay filed with the Supreme Court.

16 14. The goal has been to distract and overwhelm us. It has failed because
17 we have won every option except on little insignificant issues like date of briefs.

18 15. What it has done, however, is limit my resources to review documents
19 in discovery. Moreover, in responding to all of these nonstop motions has cost my
20 client over six figures – well over.

21
22 **Defendants Have been Demanding a New Trial Date Until March 24, 2025**
23 **Month**

24 16. Defendants have asked, or demanded, or begged, for a new trial date
25 and CMO at least ten times between me and my associates.

26 17. The first were in December 2024 communicated orally after the Court
27 allowed our trade secret theft claim to proceed in December 2024. At first, I was
28

1 not sure of this was a good idea but given the delays in prosecuting our case as a
2 result of Defendants' strategy to bury us in frivolous filings, and their refusal to
3 comply with the injunction, forcing us to waste time compelling compliance, I
4 eventually agreed.

5 18. On January 8, 2025, we had to ask for extensions on discovery given
6 that my colleague, Mr. Hsu, as well as my parents, among others at our firm were
7 displaced, or under threat of destruction from, the Eaton and Palisades fire. In
8 response, we received an email from Mr. Bral, a true and correct copy of which is
9 attached hereto as Exhibit 1.

10 19. At some point over the next month, after an in person meet and confer,
11 it was suggested that the CMO be altered by extending everything to 90 days. I do
12 not remember whose idea it was, but it had some issues given the dates on which
13 specific deadlines fell.

14 20. Exh. 3 is a true and correct copy of an email I received from Defendant
15 on February 13, 2025 asking for a new trial date, this time in the context of a 90-day
16 continuance.

17 21. I changed forms on February 21, 2025 – a disruptive upheaval to my
18 entire docket and client base, limiting my ability to take on much more than the
19 tasks in front of me -including my discovery of *more acts of contempt* as discussed
20 with the Court on February 28, 2025.

21 22. At a Court ordered meet and confer at my new offices on March 5,
22 2024, the need for a new Case Management Order was raised, and everyone agreed
23 to it, but now, Defendants' counsel insisted that it was my office that was obligated
24 to propose a new order. Given the ongoing contempt briefing, and this discovery
25 proceeding, as well as my change of firms, which was impossible.

1 23. I did not before March take on the task of preparing the CMO. I had
2 assumed Defendants would propose something, given their insistence on a new
3 CMO, and our agreement.

4 24. This appears to have been part of the Defendants' strategy: lull us into
5 believing they would propose a CMO, only to change their mind after prejudice has
6 been suffered by our client.

7
8 **Defendants Actions in February 2025 Reinforce**
9 **that a New CMO was Agreed**

10 25. On February 20, 2025 – weeks before discovery was set to close under
11 the CMO – Defendants finally answered the First Amended Complaint, which
12 included claims against SPAVI, as well as claims against three new parties that had
13 never before appeared: Cinco, PC International PTE, Ltd, and SPAVI International
14 US, Inc..

15 26. These Third-Party Defendants who I now represent did not appear
16 until they answered the Third-Party Complaint on April 15, 2025 – Dkt. 156. This
17 was, of course, after the discovery had closed and after the motion cut off.

18 27. It is inconceivable that Defendants could have believed they could
19 name three new parties as Defendants, and that the Court would allow trial to
20 proceed against the with no discovery or Rule 12 rights, among other things. This
21 confirmed for me that Defendants were indeed agreeing to a new CMO.

22 28. On February 28, 2025, Defendants laughably served their “Initial”
23 diplotodocuses under Rule 26. A copy of their disclosures is attached hereto as
24 Exhibit 5. This confirmed for me that Defendants were intent on amending the
25 CMO, because otherwise, by serving them less than 30 days before the close of
26 discovery, Defendants effectively rendered them useless and prevented me from
27 pursuing any follow up discovery or depositions based on the disclosures.

1 29. To date, other than the expert report attached to the late Disclosures,
2 and the expert's work papers ordered by the Magistrate on April 4, 2025 to be
3 produced, Defendants have not produced one single document to Plaintiff. Not one.
4 Attached hereto as Exhibit 4 are our Requests for Production served on February
5 14, 2025. Defendants have not complied with any of these requests and have
6 refused to produce one responsive document.

7
8 **The March 12, 2025 Discovery Conference**

9 30. I approached the hearing in good faith as revealed by the transcript, a
10 true and correct copy of which is attached hereto as Exhibit 16.

11 31. I thought the discovery at issue was a distraction and would never lead
12 to admissible evidence at trial, but the goal is to minimize disputes, not increase
13 them, so I set out prepared to negotiate with the guidance of my colleague Ms.
14 Zollicoffer.

15 32. Many issues plagued Defendants' discovery. For example, they were
16 demanding invasive documents relating to the acquisition of Potato Corner by
17 SPAVI which would be invasive and disclosure sensitive business information.
18 This was the focus of the hearing (Request Nos. 1-20.)

19 33. Our objections based on relevance, and proportionality, and
20 overbreadth were well stated, and I stand by them. Defendants have yet to explain
21 any relevant or admissible information that could be found in those documents.

22 34. Moreover, Defendants are now actual competitors of Plaintiff – having
23 purportedly replaced Potato Corner with “Undercover Fries,” although the
24 marketing has effectively attached itself to Potato Corner in a manner that violates
25 the injunction order. The Undercover Fry business model appears to depend upon
26 the Potato Corner brand. Indeed, its color schemes are the same as reflected in the
27 recent Instagram posts by PCJV (a recent post made in the past week that I took a
28

1 snapshot of on April 24, 2025 – a true and correct copy of which is attached hereto
2 as Exhibit 14 – s referring to the “same taste” (same as PC, obviously), almost
3 bragging about having secretly taken the flavorings for reverse engineering by a
4 person or supplier they have yet to disclose (if it was legal shouldn’t the supplier
5 and reverse engineer be in their Rule 26 disclosures?).

6 35. Then, add on top of the gimmickry, if you actually go to the stores,
7 they still say “Potato Corner, “as reflected Exhibit 15, which is a photograph taken
8 by someone I know , which is an accurate deposition of the Lakewood store
9 currently – an outlet operated by Defendant J&K Lakewood at the permission of
10 Koren and P.

11 36. Indeed, competition using unfair and illegal means persists. That
12 matters here because my clients are being asked to show these same people internal
13 and detailed data and information about Potato Corner operations.

14 37. Nevertheless, Jordan and I were there to problem solve. Moreover, we
15 knew that we would be here soon when defendants do not comply with our
16 discovery, and we know if we behave cooperatively and think about ways to get
17 information to our opponents rather than fight and refuse, maybe we can get
18 somewhere.

19 38. After hearing Malynn go on about his theory that Plaintiffs actually
20 own the brand (rejected by the Court), and he made false accusations that we have
21 not produced documents (we have), the Magistrate brought us to a conclusion where
22 the following, as I recall them, agreements, occurred.

23 39. There were three substantive areas to address: (1) the documents
24 pertaining to the acquisition of PC by SPAVI, which I deemed irrelevant and
25 believed we would have good grounds to object, in full; (2) the trade secret
26 documents, which, although of course we do have to produce, it is the sheer volume
27 of data we are going to uncover that is the issue, and, given they do not understand
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1 our claim, their asks are disingenuous and designed to cause expense and delay and
2 to overwhelm,; and (3) the communications with franchisees and SPAVI.

3 40. As for the transaction issue, I was very rigid going about this. The
4 Magistrate advised Defendant' counsel that going too far on the scope of this will
5 not succeed so Defendant backed down on certain demands, and invited everyone
6 to focus on two categories of documents related to the PC Sale by Cinco: sale
7 related documents that refer to US operations (Koren, ECJ, Americana, etc.) and
8 those that refer to the sale of IP generally (since that is the issue). That seemed
9 reasonable to us. The trick would be to agree on search terms.

10 41. The trade secret issuer required the Magistrate to force Defendant to
11 agree to narrow what it is seeking, resulting in narrowed categories that could be
12 complied with so long as Plaintiff and Defendants have agreed upon search terms
13 and custodians, and that everyone agrees on the search terms.

14 42. The latter – communications with PCJV franchisees we had always
15 agreed to produce. The problem with this Request is there are interrelated issues of
16 confidentiality and business sensitivity, and moreover, beginning in October,
17 Defendants have been threatening me, plus the franchisees and our clients with
18 litigation for interference and other torts. During the meet and confer Defendants
19 were not willing to agree that these limitations on production exist. AS such, this
20 Request is difficult only because of the amount of time required to do a privilege
21 review given number of attorneys involved (and Koren had threatened us all with
22 being sued), and there is private financial data involved (being shown to an angry
23 competitor), requiring designation under the protective order.

24 43. Problems I did not anticipate when agreeing to these various items was
25 as follows: (1) the search terms we used (that Defendants refused to meet and
26 confer upon) yielded many kore documents than I had anticipated (more than
27 40,000 unique document; (2) essentially each of them have to be reviewed, because
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1 there was always a layer present during due diligence and because there are serious
2 privacy interests at issue when a competitor is asking about our financial, operation,
3 strategic information, and analysis; an (3) a to the trade secret issue, we discovered
4 that, because Defendants have never disclosed what flavorings they reverse
5 engineered, it is actually impossible for us to produce the specific packages that
6 were even though Defendants have admitted that they did, indeed engage in reverse
7 engineering.

8 44. When deciding upon the deadline for compliance the Judge noted the
9 looming trial date and close discovery (two weeks away.) She paused and asked
10 how we were going to do this. The following statement was made on the record:

11 MR. MALYNN: Yeah. Our problem is that the
12 crossclaims, third-party claims have now brought in
13 additional parties, and the trade secret claim is somewhat
14 new. **And so there was always kind of an**
15 **understanding, we're going to have get a new**
16 **scheduling order.** So -- and I actually have an e-mail
17 ready to send to them about our proposal, but I don't
18 think we can really tie it to that because we all know it's
19 going to be changed. (Exh 16 at 97:7-14.)

20 45. This statement (in addition to the prior, repeated, requests by
21 Defendants to revise the CMO) to which there was no distancing by Defendants'
22 counsel, caused SPAVI's counsel to believe that it could enter into the voluntary
23 order because if the document production turned out to be more voluminous, the
24 stipulation to a new CMO plus the requirements for meeting and conferring built in,
25 gave Plaintiff enough pressure release valves to agree.

26 46. Although the Defendants did explain they had continued to follow the
27 CMO, that was in contrast to my explanation as to why I believed going past the
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1 cutoff was ok, was because I take people at their word, I trust peoples intention ns,
2 and I value our system of adversarial testing.

3 47. At no point did Defendants reject my statement that they had agreed to
4 a continuance as well. This fact was key for me and perhaps the single most
5 significant reason I agreed to this. Had we not had multipole communications about
6 seeking continuance over the prior few weeks and days, I would not have been as
7 confident. The Magistrate was misled by Defendants, as was I.

8 48. I also entered into these agreements ending up as orders because the
9 Defendant actually wants this information and actually is intending to litigate this
10 case. I trusted that they too would cooperate with these orders.

11
12 **The Key Barrier to Completing Interrogatory No 1 in Time was Defendants'**
13 **Own Lack of Professionalism**

14 49. The day after the Order was issued, I remembered that there were a
15 variety of onerous discovery Requests due that day (one set of Interrogatories and
16 another set of Requests for Production). (Murphy

17 50. Attached hereto as Exhibit 8 is a true and correct copy of an email
18 exchange that included an email on March 13, 2025 at 12:09 pm, when I asked for
19 an extension and was refused. This as shocking to me as Id extended every courtesy
20 they asked for. Moreover, that was the day I had allocated to write a new Response
21 to Special Interrogatory No. 1 in compliance with our agreement in the Order. I
22 explained in the email that this would keep me up all night given that the people I
23 need to work with to get this done live in Manila, particularly the person verifying
24 the response. Defendants refused to

25 51. As such, he asked for an extension, and Defendants refused, and
26 persisted with the refusal even after he disclosed, he would have to stay up all night

1 so as to ensure that the person verifying would be able to review (being in Manila).
2 Murphy.

3 52. In the face of this egregious lack of professionalism, I did indeed stay
4 up all night answering the isometry and working with a verifying party in Manila to
5 complete them.

6 53. On Friday the 14th, I was exhausted and had ignored so many clients
7 for two full days, when I was not sleeping, I was dealing with other matters. But I
8 was wiped out and not very productive.

9 54. What was unfortunate is that I had planned to spend a lot of time (not
10 all night) but substantial time putting in motion what we had talked about the day
11 before the Conference with the Magistrate. Now I was behind. Had I known the
12 Defendants would impose unprofessional roadblocks to compliance with the aspect
13 of the Order requiring a short turnaround for the revised Interrogatory, I would
14 never have agreed to such a short compliance window.

15 55. Significantly that same day, and in that same email, **March 13, 2025, I**
16 **counsel asked to meet and confer about search terms right away, rather than**
17 **wait.** (See Exh. 8, pp.8-9 Malynn's response at 12:09 to the prior email by me).
18 My request made sense because as I had thought about the conference overnight, I
19 realized that the documents I had already gathered were as a result of targeted
20 searches, not the use of broad search terms. I was (correctly) worried that the search
21 terms may blow up the number of documents caught in the net. I thought it was
22 better to meet and confer on the search terms now, rather than wait.

23 56. In the same email exchange, Defendants' counsel simply refused,
24 expecting me to guess what it was they wanted the search terms to be for their own
25 discovery.
26
27
28

In Less than Two Weeks Defendants had Repudiated a need for a New CMO, Refused to Meet and Confer, and Rejected My Request for More Time to Comply and Now they Lie About What Transpired

57. The final comment in the first email from Defendants' counsel the day after the Order, on March 13, 2020 (Exh. 8, December 13, 2025 at 12:09 pm), was alarming to me, as it phrased the CMO issue as being something that had been proposed to them and then ignored. This is contrary to the evidence I have attached to this Declaration for the Magistrate to review.

58. Accordingly, I drafted and circulated a new CMO and presented it in an email a week later and asked to meet and confer about that, as well as my need for more time to comply with the Order. A true and correct copy of this exchange is attached hereto as Exhibit 9 (p.5-6.)

59. I needed more time because, absent Defendant' meeting and conferring on search terms, I was conducting spot checks of certain custodians in Manila and realizing that there were going to be tens of thousands of documents to review. This was an impossibility by April 11.

60. As revealed nu Exh. 9, Defendants response was to refuse to meet and confer, reject the request for more time (indeed, they did not even ask why there was a need for more time to comply), and them mind bogglingly, rejected any need for a new trial date.

61. I was shocked by Mr. Beral's emails of March 24, 2025 (Exh. 9). A review of the other evidence I have attached, his statements are contrary to what has transpired, all to justify his deceit and strategic misuse of this process.

Defendants' Motion Simply Lies About What they Received, Confirming they Doi not Want any of this Information at Issue, they Just Want Sanctions.

62. The Motion claims that we Plaintiff never provided custodians and search terms. This is false. Attached hereto as Exhibit 10 is a true and correct copy

1 of Ms. Zollicoffer's April 4, 2025 email (and 10.1 the attachment) showing that we
2 did just that: produced the search terms and custodians. **Other than the snarky**
3 **response, Defendants ignored this email and never discussed raised or**
4 **mentioned search terms ever again.** An

5 63. On April 11, 2024, I sent a proposal for Defendant to see the
6 transactional documents that they have been demanding for months. I could have
7 continued to reuse, but I began to see the value of them looking, and seeing how
8 nothing in that agreement helps them. My proposal contained in an email a true and
9 correct copy of which is attached hereto as Exhibit 12. My proposal dd have
10 restrictions, but this is the crown jewel of Defendants' theory. **Defendants never**
11 **responded.** Never objected to the rules proposed, never made a counter, never said
12 a word. They ignored the proposal until filing amotion for sanctions.

13 14 **The Status of Our Production and Timelines**

15 64. A few of the categories we agreed to on March 12, 2025 were more
16 narrow, and have since been complied with, such as the press releases, board
17 minutes, financial statements, and public filings. Those have, to my knowledge, all
18 been produced.

19 65. What remains are the 40,000 documents pulled from our search using
20 search terms we used (without Defendants' input). This giant pool of documents
21 includes:

- 22 A. Communications with franchisees, each one of which must be
23 reviewed with an attorney eyes so as to protect from disclosing
24 sensitive business information on a competitor, and to protect
25 joint defense privileges given that Guy Koren had threatened to
26 sue the franchises, my clients, and me for their having left
27 PCJV.
28

1 B. Communications regarding trade secrets and confidentiality.

2 C. Communications regarding the transaction between Cinco and
3 SPAVI, which have to be reviewed by an attorney's eyes so as
4 to ensure that we are only disclosing the narrow categories of
5 information agreed to (references to the US operations and also
6 to the sale of IP), and are protecting attorney client privilege and
7 confidentiality. Indeed, there were attorneys on nearly all of
8 these communications.

9 66. Ms. Zollicoffer and I engaged, as we speak, in reviewing these
10 documents for privilege, application of the protective order, and relevance. I
11 anticipate that about half of it will have been reviewed, and the results produced by
12 the May 22, 2025 hearing. I have not heard a word from Defendants since they filed
13 their Motion about documents. As such, I can only assume they are satisfied with
14 that they are receiving. Now, I just wonder when they will produce information.

15
16 **Request for Leave to Consider this Filing**

17 67. The parties have been hard at work on this case, including an extensive
18 settlement conference two days ago that remains active.

19 68. Pursuant to Dkt 144, it was contemplated that this Opposition would
20 be connected to a Cross-motion to reconsider the March 12, 2025 Order. Given
21 what I view as serious defects in this Motion, and our substantial compliance and
22 continuing compliance with the March 12 2025 Order we have elected not to move
23 to reconsider the March 12, 2025 Order. Indeed, that Order should be changed, but
24 it should be so by reasonable counsel operating professionally and rationally. I
25 intend to conduct a further meet and confer next week on March 12, 2025 Orde, in
26 the hope that cooler heads will prevail.

69. Today, I sent an email to counsel for Defendants, asking if he would agree to revise the schedule for briefing s that our Opposition is filed t50day, 14 days before the hearing, and we would agree to him filing his reply 7 days before – a standard briefing schedule. That exchange is attached hereto as Exhibit 17 – wherein Defendants’ counsel would not even agree to something so basic and simple.

70. This has plagued our case – Defendants constant refusal to grant basic courtesies and extensions causing great hardship and expense on my side, whereas I grant every extension requested, because that is the human and decent thing to do. Given the corresponding deluge of paper and false facts and law being thrown at u at all times, this remains one of the more challenging cases of my career.

I declare under penalty of perjury that the foregoing is true and correct.
Executed May 9, 2025, in Los Angeles, California.

/s/Michael Murphy
Michael Murphy